

**Interagency Participation Agreement between the City of San Antonio and
CPS Energy for the Transfer of Electric Vehicle Supply Equipment**

This Interagency Participation Agreement (the "Agreement") is entered into as of date of execution (the "Effective Date"), as authorized by Ordinance 2014-11-13-_____, by and between the City of San Antonio ("COSA" or "City") and City Public Service Board ("CPS Energy"). CPS Energy and the City are sometimes referred to herein individually as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, COSA, a home-rule city under the laws of the State of Texas, and CPS Energy, an electric and gas utility owned by COSA, jointly agree to the transfer of from COSA to CPS Energy of six City owned electric vehicle supply equipment ("EVSE") units at COSA public parking locations; and

WHEREAS, CPS Energy is willing to participate with COSA in the transfer of EVSE; and

WHEREAS, on June 25, 2009, the City filed an application in response to the US Department of Energy's Energy Efficiency and Conservation Block Grants (EECBG) Funding Opportunity Announcement ("FOA") which allocated federal grant funds under the American Recovery and Reinvestment Act (ARRA) to qualified local governments for the implementation of energy efficiency programs; and

WHEREAS, the City qualified for federal ARRA grant funds in the approximate amount of \$12.8 million to support, manage and implement the reduction of fossil fuel emissions and improve energy efficiency in the building, transportation and other appropriate sectors. A portion of these grant funds was used in 2011 to purchase and install six (6) EVSE units located in COSA parking facilities, as authorized by City Council under Ordinance 2009-12-10-1037 (the "COSA EVSE units"); and

WHEREAS, the City's goal in installing the COSA EVSE units was to encourage the use of electric transportation by City citizens to increase their energy savings while also improving air and water quality, reducing greenhouse gas emissions, and reducing reliance on imported fossil fuels; and

WHEREAS, CPS Energy owns and maintains over one-hundred EVSE units at numerous locations throughout their service area, -; and

WHEREAS, the City and CPS Energy agree that coordination of their respective energy initiatives will increase the efficiency of the effort and result in enhanced utilization of resources; and

NOW, THEREFORE, the Parties mutually agree to coordinate their efforts and to discontinue the COSA EVSE units in accordance with the following understandings:

1. CPS Energy is to remove and replace the existing EV-Charge America units with EVSE units that are compatible and consistent with the units that CPS Energy has provided throughout its service area (“CPS Energy EVSE units”). Ownership of the existing units will pass to CPS Energy upon approval of this Agreement. To the maximum extent possible, CPS Energy is to use the existing electrical infrastructure to power the CPS Energy EVSE units.
2. CPS Energy will remove and dispose of the COSA EVSE units in City parking locations as identified in the following chart:

Location	Address	EVSE Units
Central Library Parking Garage	600 Soledad Street San Antonio 78205	1
Houston Street (Mid City) Garage	240 E. Houston Street San Antonio 78205	2
Marina Garage	850 E. Commerce Street, San Antonio 78205	1
St. Mary’s Parking Garage	400 N St. Mary’s Street, San Antonio 78205	1
Thousand Oaks Library	4618 Thousand Oaks San Antonio, TX 78233	1

3. CPS Energy will be responsible for the maintenance and repair of the CPS Energy EVSE units installed in City parking facilities.
4. The City’s Office of Sustainability (“OS”) will coordinate the removal and replacement of the COSA EVSE units with affected City departments.
5. **Liability.** Each party shall be responsible for its own actions and those of its employees and/or persons acting by or on its behalf along with any liability arising from such activities while carrying out the purpose of this Agreement. Each party agrees to have sufficient insurance in place to cover all obligations assumed in this Agreement and any liabilities arising while carrying out those obligations.
6. **Effect of Agreement.** This Agreement is entered into for the purpose of providing a framework for the joint administration and implementation of the removal and replacement of the COSA EVSE units undertaken by the City and CPS Energy. It is not intended as an exhaustive or complete listing of the terms and conditions that will govern this joint effort.

7. **Notice.** For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and mailed registered or certified mail, postage prepaid, to the addresses set forth below:

Communication to the City at:

City of San Antonio
Office of Sustainability
P.O. Box 839966
San Antonio, TX 78283
Attention: Douglas Melnick
Douglas.melnick@sanantonio.gov

Communication to CPS Energy at:

CPS Energy
PO Box 1771
San Antonio, TX 78296
Attention: General Counsel

8. **Term.** The Agreement shall be effective as of the Effective Date and shall terminate upon completion of all tasks required of the Parties.
9. **Authority.** The signatories to this Agreement warrant and represent that each has the power and authority to enter into this Agreement in the name, title, and capacity stated, and on behalf of the entity represented. The Parties further warrant and represent that all prerequisites necessary to authorize, negotiate, and enter into the Agreement have been fully completed.

City of San Antonio

By: _____

Printed Name: Edward Benavides

Title: Chief of Staff

Date: _____

CPS Energy

By: 

Printed Name: Cris Eugster, Ph.D

Title: EVP and Chief Generation and Strategy Officer

Date: 10/17/14

APPROVED AS TO FORM

Robert F. Greenblum

City Attorney

Date: _____